

EXHIBIT

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**AUTOMOBILE MECHANICS' LOCAL 701 UNION AND INDUSTRY
WELFARE FUND PARTICIPATION AGREEMENT**

This agreement shall be entered into by and between USF Holland: (hereinafter referred to as the "Employer") and the Automobile Mechanics' Local No. 701 Union and Industry Welfare Fund, who intend to enter into a written agreement required by Section 302© of the LABOR MANAGEMENT RELATIONS ACT OF 1947, as amended, to permit the Fund to receive contributions on behalf of eligible employees of said Employer.

1. The Employer agrees to make contributions on behalf of eligible employees in an amount as required by and defined in, the Collective Bargaining Agreement.
2. Eligible employees in the case of bargaining unit employees shall be defined in the same manner as those employees eligible under the Rules of the Plan as interpreted by the Board and/or the Collective Bargaining Agreement.
3. This Agreement shall remain in full force and effect for the term of the current Collective Bargaining Agreement between the Employer or area wide Employers and the Union and shall be automatically renewed from time to time for terms coterminous with those of the aforementioned Collective Bargaining Agreements. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.
4. The Employer acknowledges the Trust Agreement creating the Automobile Mechanics' Local No. 701 Union and Industry Welfare Fund. Said Trust Agreement is incorporated herein as if fully set forth in this document. The Employer further ratifies and confirms the appointment of the Employer Trustees together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust.
5. The Employer further acknowledges that the Plan of Benefits shall be interpreted and amended by the Board of Trustees from time to time and fully recognizes the authority of the Trustees to amend, interpret or adopt additional provisions of the Trust Agreement and Plan of Benefits acknowledging the Trustees' authority to so act in administering the Plan of Benefits for the Fund.
6. An Employer desiring to terminate this Agreement must notify the Funds sixty (60) days' prior to the termination date of the existing Collective Bargaining Agreement. If the Employer fails to give timely notice to the Trustees, the Employer shall be bound to the provisions of this Agreement for the period of the next Collective Bargaining Agreement and thereafter until proper notice is given but in no event less than three years unless terminated by the Trustees. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.

In witness whereof, the Employer the Trustees have caused this Participation Agreement to be executed on their behalf by duly and authorized officers on the below date.

Agreed:

USF Holland INC.
Print or type the Employer's complete name

LEONARD WALDO
Print name of Owner/Authorized Officer

Leonard Waldo
Signature of Owner/Authorized Officer

Date 6/2/24

Donald H. Alcott
Donald H. Alcott, Fund Manager
As Authorized by the Board of Trustees of the Automobile Mechanics' Local 701 Union and Industry Welfare Fund.

Note: A signed copy of the participation agreement will be provided to the Employer subsequent to review and approval.

WELFAREPA10/30/03

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**AUTOMOBILE MECHANICS' LOCAL 701 UNION AND INDUSTRY
PENSION FUND PARTICIPATION AGREEMENT**

This agreement shall be entered into by and between USF Holland: (hereinafter referred to as the "Employer") and the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund, who intend to enter into a written agreement required by Section 302© of the LABOR MANAGEMENT RELATIONS ACT OF 1947, as amended, to permit the Fund to receive contributions on behalf of eligible employees of said Employer.

1. The Employer agrees to make contributions on behalf of eligible employees in an amount as required by and defined in, the Collective Bargaining Agreement.
2. Eligible employees in the case of bargaining unit employees shall be defined in the same manner as those employees eligible under the Rules of the Plan as interpreted by the Board and/or the Collective Bargaining Agreement.
3. This Agreement shall remain in full force and effect for the term of the current Collective Bargaining Agreement between the Employer or area wide Employers and the Union and shall be automatically renewed from time to time for terms coterminous with those of the aforementioned Collective Bargaining Agreements. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.
4. The Employer acknowledges the Trust Agreement creating the Automobile Mechanics' Local No. 701 Union and Industry Welfare Fund. Said Trust Agreement is incorporated herein as if fully set forth in this document. The Employer further ratifies and confirms the appointment of the Employer Trustees together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust.
5. The Employer further acknowledges that the Plan of Benefits shall be interpreted and amended by the Board of Trustees from time to time and fully recognizes the authority of the Trustees to amend, interpret or adopt additional provisions of the Trust Agreement and Plan of Benefits acknowledging the Trustees' authority to so act in administering the Plan of Benefits for the Fund.
6. An Employer desiring to terminate this Agreement must notify the Funds sixty (60) days' prior to the termination date of the existing Collective Bargaining Agreement. If the Employer fails to give timely notice to the Trustees, the Employer shall be bound to the provisions of this Agreement for the period of the next Collective Bargaining Agreement and thereafter until proper notice is given but in no event less than three years unless terminated by the Trustees. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.

In witness whereof, the Employer the Trustees have caused this Participation Agreement to be executed on their behalf by duly and authorized officers on the below date.

Agreed:

USF Holland INC
Print or type the Employer's complete name

LEONARD WALDO
Print name of Owner/Authorized Officer

Leonard Waldo
Signature of Owner/Authorized Officer

Date 6/9/04

Donald H. Alcott
Donald H. Alcott, Fund Manager

As Authorized by the Board of Trustees of the Automobile Mechanics' Local 701 Union and Industry Welfare Fund.

Note: A signed copy of the participation agreement will be provided to the Employer subsequent to review and approval.

WELFAREPA10/30/03

**AUTOMOBILE MECHANICS' LOCAL 701 UNION AND INDUSTRY PENSION FUND
PARTICIPATION AGREEMENT
[PLAN A; BARGAINING UNIT ONLY]**

This agreement shall be entered into by and between YRC Freight Inc.

(hereinafter referred to as the "Employer") and the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund, who intend to enter into a written agreement required by Section 302(c) of the LABOR-MANAGEMENT RELATIONS ACT OF 1947, as amended, to permit the Fund to receive contributions on behalf of eligible employees of said Employer.

1. The Employer agrees to make contributions on behalf of eligible employees in an amount as required by, and defined in, the Collective Bargaining Agreement for Plan A Benefits.
2. Eligible employees in the case of bargaining unit employees shall be defined in the same manner as those employees eligible under the Rules of the Plan as interpreted by the Board and/or the Collective Bargaining Agreement.
3. This Agreement shall remain in full force and effect for the term of the current Collective Bargaining Agreement between the Employer and the Union and shall be automatically renewed from time to time for terms coterminous with those of the aforementioned Collective Bargaining Agreements. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.
4. The Employer acknowledges the Trust Agreement creating the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund. Said Trust Agreement is incorporated herein as if fully set forth in this document. The Employer further ratifies and confirms the appointment of the Employer Trustees together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust.
5. The Employer further acknowledges that the Plan of Benefits shall be interpreted and amended by the Board of Trustees from time to time and fully recognizes the authority of the Trustees to amend, interpret or adopt additional provisions of the Trust Agreement and Plan of Benefits acknowledging the Trustees' authority to so act in administering the Plan of Benefits for the Fund.
6. An Employer desiring to terminate this Agreement must notify the Fund Office in writing sixty (60) days prior to the termination date of the existing Collective Bargaining Agreement. If the Employer fails to provide timely notice the Employer shall be bound to the provisions of this Agreement for the period of the next Collective Bargaining Agreement and thereafter until proper notice is given but in no event less than three years unless terminated by the Trustees. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.

In witness whereof, the Employer and the Trustees have caused this Participation Agreement to be executed on their behalf by duly authorized officers on the below date.

Agreed:

YRC Freight Inc.

Print or type the Employer's complete name

Michael H. Albipink Labor Relations Mgr
Signature of Owner/Authorized Officer

September 30, 2013
Date

Michael H. Albipink
Print Name of Owner/Authorized Officer

Steve Bukovac, Fund Manager

As authorized by the Board of Trustees of the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund.

Note: A signed copy of the participation agreement will be provided to the Employer subsequent to review and approval.

**AUTOMOBILE MECHANICS' LOCAL 701 UNION AND INDUSTRY PENSION FUND
PARTICIPATION AGREEMENT
[PLAN A; BARGAINING UNIT ONLY]**

This agreement shall be entered into by and between YRC Freight Inc.

(hereinafter referred to as the "Employer") and the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund, who intend to enter into a written agreement required by Section 302(c) of the LABOR-MANAGEMENT RELATIONS ACT OF 1947, as amended, to permit the Fund to receive contributions on behalf of eligible employees of said Employer.

1. The Employer agrees to make contributions on behalf of eligible employees in an amount as required by, and defined in, the Collective Bargaining Agreement for Plan A Benefits.
2. Eligible employees in the case of bargaining unit employees shall be defined in the same manner as those employees eligible under the Rules of the Plan as interpreted by the Board and/or the Collective Bargaining Agreement.
3. This Agreement shall remain in full force and effect for the term of the current Collective Bargaining Agreement between the Employer and the Union and shall be automatically renewed from time to time for terms coterminous with those of the aforementioned Collective Bargaining Agreements. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.
4. The Employer acknowledges the Trust Agreement creating the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund. Said Trust Agreement is incorporated herein as if fully set forth in this document. The Employer further ratifies and confirms the appointment of the Employer Trustees together with their successor Trustees designated in the manner provided in said Agreement and Declaration of Trust.
5. The Employer further acknowledges that the Plan of Benefits shall be interpreted and amended by the Board of Trustees from time to time and fully recognizes the authority of the Trustees to amend, interpret or adopt additional provisions of the Trust Agreement and Plan of Benefits acknowledging the Trustees' authority to so act in administering the Plan of Benefits for the Fund.
6. An Employer desiring to terminate this Agreement must notify the Fund Office in writing sixty (60) days prior to the termination date of the existing Collective Bargaining Agreement. If the Employer fails to provide timely notice the Employer shall be bound to the provisions of this Agreement for the period of the next Collective Bargaining Agreement and thereafter until proper notice is given but in no event less than three years unless terminated by the Trustees. The rate at which contributions are to be made during any renewed term shall be that set by the Board of Trustees.

In witness whereof, the Employer and the Trustees have caused this Participation Agreement to be executed on their behalf by duly authorized officers on the below date.

Agreed:

YRC Freight Inc.

Print or type the Employer's complete name

Michael H. Albiniak Labor Relations Manager September 30, 2013

Signature of Owner/Authorized Officer

Date

Michael H. Albiniak

Print Name of Owner/Authorized Officer

Steve Bukovac, Fund Manager

As authorized by the Board of Trustees of the Automobile Mechanics' Local No. 701 Union and Industry Pension Fund.

Note: A signed copy of the participation agreement will be provided to the Employer subsequent to review and approval.